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8 Attorneys for Plaintiff
9 COASTAL CORPORATION LTD.

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA

12 COASTAL CORPORATION LTD.

13 vs. Plaintiff

14
15 HARVEST KING TRADING USA,
16 LIMITED, a California corporation;
17 THOMAS JAU, an individual aka
18 TOM JAU; LAM LAM, an
individual; PAK LAM, an
individual; DOES 1 THROUGH 10 ,
INCLUSIVE

19 Defendants.

CASE NO.

COMPLAINT FOR:

- 1. BREACH OF CONTRACT**
- 2. OPEN BOOK ACCOUNT**
- 3. ACCOUNT STATED**
- 4. UNJUST ENRICHMENT-
QUANTUM MERUIT**
- 5. CONVERSION**
- 6. TRESSPASS TO CHATTEL**

JURY TRIAL DEMANDED

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28 **COMPLAINT**

1 Plaintiff COASTAL CORPORATION LTD. (“Plaintiff” or “Coastal”) hereby
2 complains against Defendants HARVEST KING TRADING USA, LIMITED, a
3 California corporation (“Harvest”); THOMAS JAU, an individual aka TOM JAU (“Jau”),
4 LAM LAM, an individual (“Lam”), PAK LAM, an individual (“Pak”) and DOES 1
5 through 10, inclusive (collectively with the aforementioned Defendants, the
6 “Defendants”), and alleges as follows:
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9 **NATURE OF THIS ACTION**

10 1. Plaintiff brings this action for the acts of breach of contract and common counts,
11 as well as conversion and trespass to chattel by Defendants for goods provided to them,
12 but not paid for.
13

14 **PARTIES**

15 2. Plaintiff is a corporation incorporated under the laws of India and
16 having its principal place of business in India.
17

18 3. Defendant Harvest is a corporation organized under the laws of California and
19 having its principal place of business in Los Angeles County.
20

21 4. Defendant Jau is an individual, who is and at all times mentioned herein was, on
22 information and belief, a citizen of California, with his place of residence in Los Angeles
23 County.
24

1 5. Defendant Lam is an individual, who is and at all times mentioned herein was,
2 on information and belief, a citizen of California, with his place of residence in Los
3 Angeles County.
4

5 6. Defendant Pak is an individual, who is and at all times mentioned herein was,
6 on information and belief, a citizen of California, with his place of residence in Los
7 Angeles County
8

9 7. On information and belief, Defendants Jau, Pak, and Lam, are, and at all times
10 herein mentioned were, shareholders and/or officers and/or directors of Harvest.
11

12 8. Plaintiff is informed and believes, and thereon alleges, that the actions
13 and omissions that serve as the basis for this complaint were undertaken jointly and
14 with the consent, conspiracy, cooperation, and joint participation of all defendants.
15

16 9. Plaintiff is informed and believes, and thereon alleges, that at all times
17 mentioned herein, each defendant was the agent, joint venture, and/or employee of
18 each and every other defendant, and in doing the things alleged in this complaint, each
19 defendant was acting within the course and scope of such agency, joint venture, and/or
20 employment and with the permission and consent of each of the other defendants.
21

22 10. The true names and capacities, whether individual, corporate, associate,
23 or otherwise, of Defendants named herein as DOES 1 through 10, inclusive, and each
24 of them, are unknown to Plaintiff at this time. Plaintiff therefore sues said Defendants,
25 and each of them, by such fictitious names. Plaintiff will advise the Court and seek
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1 leave to amend this Complaint when the true names and capacities of each such
2 Defendant has been ascertained. Plaintiff is informed and believes, and based thereon
3 alleges, that each such Defendant designated as a DOE is responsible in some manner
4 for the events and happenings referred to herein or as hereinafter specifically alleged.
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7 **JURISDICTION AND VENUE**

8 11. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332,
9 as there is diversity of citizenship between the parties, and the amount in controversy
10 exceeds \$75,000, exclusive of interest and costs.
11

12 12. Venue is proper under 28 U.S.C § 1391(b)(2) because a substantial part
13 of the events or omissions giving rise to the claims occurred in this district.
14

15 **ALTER EGO LIABILITY**

16 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant
17 times, there existed a unity of interest and ownership between Harvest and each
18 of Defendants Jau, Lam, and Pak, such that any individuality or separateness between
19 such Defendants, and each of them, on the one hand, and Harvest, on the other, have
20 ceased. Harvest is the alter ego of such Defendants in that:
21

22 a. Harvest is, and at all relevant times was, a mere shell, instrumentality, and
23 conduit through which such Defendants carried on business in the name of Harvest while
24 exercising complete control and dominance over Harvest, its business, and its assets to
25
26

1 such an extent that any individuality or separateness between Harvest and such
2 Defendants did not exist.

3
4 b. Harvest was conceived, intended, and used by such Defendants
5 as a device to avoid liability. Harvest is, and at all times herein mentioned was, so
6 inadequately capitalized that, compared with the business to be done by Defendants and
7 the risks of loss, its capitalization was illusory and trifling.
8

9 c. Defendants failed to keep arms-length relationships between themselves
10 and Harvest.
11

12 d. Harvest is, and at all times herein mentioned was, controlled, dominated, and
13 operated by such Defendants, and each of them, as their alter ego, in that the activities
14 and business of Harvest were carried out without holding annual meetings, and without
15 keeping records or minutes of any proceedings, or maintaining written resolutions.
16

17 14. Adherence to the fiction of the separate existence of Harvest and
18 remaining Defendants would permit an abuse of the corporate privilege and would
19 sanction fraud, promote injustice, and otherwise aid in the commission of unlawful
20 conduct. This is true because, as Plaintiff is informed and believes, at all relevant
21 times, Defendants were commingling assets in a manner that allowed Defendants to
22 utilize and freely transfer those assets amongst themselves. The commingling of assets
23 and unlawful business conduct, as alleged more fully herein, by Defendants through
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1 this shell entity, Harvest, was intended, among other things, to allow Defendants to avoid
2 liability to Plaintiff for valid obligations. Plaintiff is informed and believes, and thereon
3 alleges, that at all relevant times, there existed a unity of interest and ownership between
4 each and every Defendant such that any individuality or separateness between each and
5 every Defendants has ceased. Defendants are the alter egos of one another in that
6 Defendants carried on their activities and business together, with an agreement to share in
7 the profits and spoils of their fraudulent activities and business.
8

9
10 **FACTS COMMON TO ALL COUNTS**
11

12 15. On or about April 28, 2021, Coastal and Harvest entered into two contracts
13 wherein Coastal agreed to sell shrimp to Harvest. The terms of the agreements were
14 memorialized in two performa invoices issued by Coastal and corresponding two
15 purchase orders issued by Harvest and are as follows: 35,000 pounds of shrimp to be
16 delivered container yard to container yard at the price of \$3.60 per pound for the total
17 purchase price of \$126,000.00; payment by Harvest to be made “after FDA passage and
18 before delivery.” Other than the date of delivery, the two performa invoices and purchase
19 orders are identical. The first shipment was to take place in June 2021 (“First Shipment”)
20 and the second shipment was to take place in July 2021 (“Second Shipment”). Attached
21 hereto as Exhibit 1 is the performa invoice reflecting the June 2021 shipment and its
22 corresponding purchase order #23660. Attached hereto as Exhibit 2 is the performa
23 invoice reflecting the July 2021 shipment and its corresponding purchase order #23661.
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1 16. The First Shipment arrived as scheduled at the container yard in Los
2 Angeles and Harvest was informed of the FDA approval. Pursuant to the written
3 agreements, Coastal demanded payment before releasing the goods to Harvest. Harvest
4 failed to make payments. Accordingly, Coastal informed Harvest that it would not
5 release the goods to Harvest absent payment. To mitigate its damages, Coastal found a
6 third party buyer, namely Seafood Doctor, for the goods and sold the goods to Seafood
7 Doctor. Seafood Doctor made payment to Coastal and was ready to pick up the goods
8 from the container yard. However, before Seafood Doctor was able to pick up the goods
9 from the container yard, Harvest went ahead and picked up the First Shipment from the
10 container yard anyway.

11
12 17. Discussions among the parties ensued and finally the parties were able to reach
13 a resolution regarding the First Shipment when Harvest agreed to reimburse Seafood
14 Doctor. Accordingly, the First Shipment is not at issue in this action.

15
16 18. Subsequently, while the Second Shipment was on route, Coastal attempted
17 to make certain that it will not face a similar scenario as the First Shipment; i.e., that
18 Harvest would make payment before release of the goods to them. When Harvest
19 indicated its unwillingness to do so, Coastal informed Harvest that Harvest is in
20 anticipatory breach of their agreement and informed Harvest that it would not release the
21 Second Shipment to Harvest. Again, to mitigate its damages, Coastal sold the Second
22 Shipment of goods to Seafood Doctor.

1 19. The Second Shipment arrived as scheduled, and again, Seafood Doctor was
2 ready to pick it up. However, again, Harvest, knowing the shipping details, such as the
3 bill of lading number and container number, had the Second Shipment picked up from the
4 container yard without Coastal's consent whatsoever. However, this time, Harvest has
5 failed to pay for the Second Shipment whatsoever.
6
7

8 **FIRST CAUSE OF ACTION**

9 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

10 **(Breach of Contract)**

11
12 20. Plaintiff realleges and incorporates herein by reference each and every
13 allegation contained in the preceding paragraphs.
14

15 21. On or about June 26, 2019 and thereon, Plaintiff and Harvest, and Does 1
16 through 10, inclusive, and each of them, conducted certain business transactions with
17 each other wherein Plaintiff delivered certain shrimp products to said Defendants, and
18 each of them. Defendants Harvest, and Does 1 through 10, inclusive, and each of them,
19 took possession from Plaintiff of Plaintiff's goods. However, said Defendants have failed
20 (to date) to make payment to Plaintiff for said goods, leaving a principal balance of
21 \$126,000.00 still due and owing to Plaintiff for said goods. Attached hereto as Exhibit 2
22 is the performa invoice reflecting the July 2021 shipment and its corresponding purchase
23 order #23661, which constitutes the contract among the parties, and is hereby
24 incorporated herein fully by reference.
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1 22. Pursuant to the terms of the agreements of the parties, Harvest, and Does 1
2 through 10, inclusive, and each of them, were to pay the above-mentioned sum to
3 Plaintiff.
4

5 23. Plaintiff has performed all the terms and conditions on its part to be
6 performed under the above-mentioned agreements, except for such terms and conditions
7 as have been excused by the conduct and breaches of Defendants Harvest, and Does 1
8 through 10, inclusive, and each of them, if any.
9

10 24. Harvest, and Does 1 through 10, inclusive, and each of them, breached the
11 above-referenced agreements by failing to pay the sum of \$126,000.00. As a direct,
12 proximate, and foreseeable consequence of the above-referenced breaches by Defendants
13 Harvest, and Does 1 through 10, inclusive, and each of them, Plaintiff has been damaged
14 in the principal sum of \$126,000.00
15
16

17 25. Plaintiff also seeks recovery from said Defendants, and each of them,
18 together with interest thereon at the legal rate from the date(s) of breach through the date
19 of judgment herein, pursuant to the agreements, in a sum to be determined according to
20 proof, and attorneys' fees, and costs of suit incurred herein according to proof.
21

22 26. Pursuant to the alter ego allegations herein, Defendants Lau, Pak, Lam and
23 Does 6–10 are jointly and severally liable for the obligations of Harvest, as described
24 herein above.
25
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SECOND CAUSE OF ACTION

BY PLAINTIFF AGAINST ALL DEFENDANTS

(Open Book Account)

27. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs.

28. Plaintiff alleges that Defendants Harvest, and Does 1 through 5, inclusive, and each of them, became indebted to Plaintiff within the last four years on an open book account for money due for goods delivered to said Defendants, for which said Defendants, and each of them, owe Plaintiff the sum of \$126,000.00.

29. Neither the whole nor any part of the above-referenced sum has been paid to Plaintiff by Defendants, and each of them, despite Plaintiff's demand therefor, and there is now due, owing, and unpaid to Plaintiff the sum of \$126,000.00, together with interest thereon at the legal rate from the date(s) payments fell due through the date of judgment herein in a sum to be determined according to proof. Plaintiff further seeks recovery herein from said Defendants, and each of them, of costs of suit incurred herein according to proof, and of attorneys' fees incurred herein according to proof, pursuant to California Civil Code § 1717.5.

30. Pursuant to the alter ego allegations herein, Jau, Lam, Pak and Does 6–10 are jointly and severally liable for the obligations of Harvest.

THIRD CAUSE OF ACTION –
BY PLAINTIFF AGAINST ALL DEFENDANTS
(Account Stated)

31. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs.

32. Plaintiff alleges that Defendants Harvest and Does 1 through 5, inclusive, and each of them, became indebted to Plaintiff within the last four years because an account was stated for money due from said Defendants, and each of them, to Plaintiff in the sum of \$126,000.00 for goods delivered by Plaintiff to said Defendants.

33. Neither the whole nor any part of the above-referenced sum has been paid to Plaintiff by Defendants despite Plaintiff's demand therefor, and there is now due, owing, and unpaid to Plaintiff the sum of \$126,000.00 together with interest thereon at the legal rate from the date(s) payments fell due through the date of judgment herein in a sum to be determined according to proof. Plaintiff further seeks recovery herein from said Defendants, and each of them, of costs of suit incurred herein according to proof, and of attorneys' fees incurred herein according to proof, pursuant to California Civil Code § 1717.5.

34. Pursuant to the alter ego allegations herein, Jau, Lam, Pak and Does 1–6 are jointly and severally liable for the obligations of Harvest.

FOURTH CAUSE OF ACTION –
BY PLAINTIFF AGAINST ALL DEFENDANTS
(UNJUST ENRICHMENT-QUANTUM MERUIT)

35. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs.

36. As described above, Harvest expressly requested that Coastal provide certain goods, namely shrimp, for its benefit.

37. Coastal performed its obligations and provided the goods as requested by Harvest and Harvest is in receipt of the goods.

38. Harvest has not paid Coastal for the value of the good received.

39. The negotiated minimum value and reasonable value of the goods received by Harvest is \$126,000.00. Plaintiff therefore seeks recovery herein from Defendants and each of them, of said reasonable value of said goods in the sum of \$126,000.00, together with interest thereon at the legal rate from the date(s) payments fell due through date of judgment herein in a sum to be determined according to proof.

40. Pursuant to the alter ego allegations herein, Jau, Lam, Pak and Does 1–6 are jointly and severally liable for the obligations of Harvest.

FIFTH CAUSE OF ACTION –
BY PLAINTIFF AGAINST ALL DEFENDANTS
(CONVERSION)

41. Plaintiff realleges and incorporates herein by reference each and every allegation contained in the preceding paragraphs.

42. At all times relevant hereto, Plaintiff was and still is the rightful owner, and was and still is entitled to the possession and use, of its Personal Property amounting to \$126,000.00 (the “Personal Property”).

43. As alleged herein, Harvest, Jau, Pak, Lam and Does 1 through 10, inclusive, obtained dominion and control over Plaintiff’s Personal Property when they picked up the Personal Property, or caused the same to be picked up from the container yard without Plaintiff’s consent.

44. As alleged herein, Plaintiff has not received payment for its Personal Property, nor at the time of the filing of this complaint, has received back the Personal Property. As such, Harvest, Jau, Pak, Lam and Does 1 through 10 owe Plaintiff the return of its Personal Property or value thereof.

45. Harvest , Jau, Pak, Lam and Does 1 through 10 have retained wrongful possession of Plaintiff’s Personal Property and have refused and continue to refuse to return Plaintiff’s Personal Property or pay the value thereof despite numerous demands from Plaintiff.

1 46. As a direct and proximate result of the foregoing conversion and theft,
2 Plaintiff has been severely harmed and has suffered significant damages within this
3 Court's jurisdiction in an amount to be proven at trial but in no event less than
4 \$126,000.00.
5

6 47. Plaintiff is informed and believes, and on such information and belief
7 alleges, that in doing and committing the conversion and theft set forth above,
8 Defendants acted with malice, ill will, and with the intent and design of harming
9 Plaintiff, for which Plaintiff is entitled to a punitive damages award against
10 Defendants.
11

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13 **SIXTH CAUSE OF ACTION**

14 **BY PLAINTIFF AGAINST ALL DEFENDANTS**

15 **(Tresspass to Chattel)**

16
17 48. Plaintiff realleges and incorporates herein by reference each and every
18 allegation contained in the preceding paragraphs.
19

20 49. Defendants knew or should have known that the Personal Property belonged
21 to Plaintiff.
22

23 50. As alleged herein above, Harvest, Jau, Lam, Pak, and Does 1-10, without
24 Plaintiff's consent, picked up the Personal Property or caused the same to be picked up
25 from the container yard and have yet to return the Personal Property or pay the value
26 thereof.
27

- 1 3. For pre-judgment and post-judgment interest on all damages awarded;
2
3 4. For attorneys' fees and costs of suit incurred herein according to proof;
4
5 5. For punitive damages in an amount appropriate to punish Defendants and
6 deter others from engaging in similar misconduct, for Counts Five and Six;
7
8 6. For such other and further relief as the Court may deem just and proper

8 DATED: April 22, 2022

Respectfully submitted,

10 KOHAN LAW FIRM

11 /s/ K. Tom Kohan

12 K. Tom Kohan

13 Attorneys for Plaintiff

14 COASTAL CORPORATION LTD.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiff hereby demands a jury trial as to all issues.

17 DATED: April 22, 2022

Respectfully submitted,

18 KOHAN LAW FIRM

19 /s/ K. Tom Kohan

20 K. Tom Kohan

21 Attorneys for Plaintiff

22 COASTAL CORPORATION LTD.

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EXHIBIT 1

PURCHASE ORDER

HARVEST KING TRADING USA LIMITED

725 W DUARTE RD,#1581

ARCADIA, CA 91077. USA

714-956-1808

714-956-1813

DATE 4/28/2021

PO # 23660

VENDOR

COASTAL CORPORATION LTD

EXPORTS DEPT

15-1-37/3 NOWROJI ROAD, MAHARANIPETA

VISAKHAPATNAM-530002. AP. INDIA

SHIP TO

HARVEST KING TRADING USA

LOS ANGELES

SHIPPING TERMS**SHIPPING METHOD****DELIVERY DATE****ITEM #****DESCRIPTION****QTY****TOTAL**

0241T528

FROZEN RAW FARM RAISED VANNAMEI SHRIMP

LBS

PEELED AND DEVEINED TAIL OFF IQF SIZE 41-50

35,000

\$126,000.00

PACKED 5X2 LB 'COSTAL SEAFOOD' BRAND. 100% NET WEIGHT

3500 CASES .PRODUCT OF INDIA.

Comments:

PAYMENT AFTER FDA PASSAGE . SHIPMENT CY/CY LOS ANGELES/LONG BEACH PORT USA.

\$126,000.00

\$126,000.00


Case 2:22-cv-02687-DSF-JEM Document 1 Filed 04/22/22 Page 19 of 22 Page ID #:19		INVOICE	
Exporter COASTAL CORPORATION LTD 15-1-37/3, NOWROJI ROAD MAHARANIPETA, VISAKHAPATNAM - 530002 ANDHRA PRADESH, INDIA		Invoice No. & Date CCLY/062/21-22 DT: 05.07.2021 Buyer's Order No. & Date 23660 DT: 28.04.2021 Other Reference(s) IE CODE NO: 2690000458 EIA CODE NO: 913	
Consignee HARVEST KING TRADING USA LIMITED 725 W DUARTE RD, #1581 ARCADIA, CA 91077, USA 714-956-1808 714-956-1813		PROCESSED & PACKED BY COASTAL CORPORATION LTD UNIT-II SURVEY NO. 87, P.DHARMAVARAM VILLAGE, S.RAYAVARAM MANDAL, VISAKHAPATNAM. ANDHRA PRADESH, INDIA FDA REGISTRATION NO: 12211857218	
Pre-Carriage by REFRIGERATED CONTAINER	Place of Receipt by Pre-Carrier VISAKHAPATNAM, INDIA	Country of Origin of Goods INDIA	Country of Final Destination USA
Vessel/Flight No.	Port of Loading VISAKHAPATNAM, INDIA	Terms of Delivery and payment PAYMENT AFTER FDA AND CUSTOMS PASSAGE CY/CY LONG BEACH, USA	
Port of Discharge LONG BEACH, USA	Final destination LONG BEACH, USA		
Marks & Nos/ Container No.	No. & Kind of Pkgs.	Description of Goods	
RAW PEELED & DEVEINED TAIL OFF VANNAMEI IQF SHRIMPS PACKING: 5 X 2 LB PER MASTER CARTON BRAND: COASTAL SEAFOOD		Size	No. of Cartons
		Qty.in LBs	Price US\$/LB DDP LONG BEACH
		Amount in US\$ DDP	
Invoice Value 126000.00 Less Freight 7950.00 Sub total 7950.00 7950.00 118050.00 A.D.Duty @ 1.35% + Merchandise & Harbour fee @ 0.4714% = total @ 1.8214% 2111.70 FOB Value In US\$ 115938.30		41/50	3,500
		35,000.00	3.60
		126,000.00	
		TOTAL	3,500
		35,000.00	126,000.00
Total net weight LBS 35,000.00 Gross weight 42,000.00 LBS Total net weight KGS 15,890.00 Gross weight 19,068.00 KGS			
Amount chargeable (in words) : US\$ ONE HUNDRED TWENTY SIX THOUSAND ONLY			
THIS SHIPMENT IS MADE UNDER DUTY DRAW BACK SCHEME AS WELL AS UNDER RoDTEP SCHEME. I/WE, IN REGARD TO MY/OUR CLAIM UNDER RoDTEP SCHEME MADE IN THIS SHIPPING BILL OR BILL OF EXPORT, HEREBY DECLARE THAT: 1. I/WE UNDERTAKE TO ABIDE BY THE PROVISIONS, INCLUDING CONDITIONS, RESTRICTIONS, EXCLUSIONS AND TIME-LIMITS AS PROVIDED UNDER RoDTEP SCHEME, AND RELEVANT NOTIFICATIONS, REGULATIONS, ETC., AS AMENDED FROM TIME TO TIME. 2. ANY CLAIM MADE IN THIS SHIPPING BILL OR BILL OF EXPORT IS NOT WITH RESPECT TO ANY DUTIES OR TAXES OR LEVIES WHICH ARE EXEMPTED OR REMITTED OR CREDITED UNDER ANY OTHER MECHANISM OUTSIDE RoDTEP. 3. I/WE UNDERTAKE TO PRESERVE AND MAKE AVAILABLE RELEVANT DOCUMENTS RELATING TO THE EXPORTED GOODS FOR THE PURPOSES OF AUDIT IN THE MANNER AND FOR THE TIME PERIOD PRESCRIBED IN THE CUSTOMS AUDIT REGULATIONS, 2018.			
Declaration: We declare that invoice shows the actual price of the goods		Signature & Date 	
GST NO. 37AACCC6045J1ZL			

EXHIBIT 2

PURCHASE ORDER

HARVEST KING TRADING USA LIMITED

725 W DUARTE RD,#1581

ARCADIA, CA 91077. USA

714-956-1808

714-956-1813

DATE 4/28/2021

PO # 23661

VENDOR

COASTAL CORPORATION LTD

EXPORTS DEPT

15-1-37/3 NOWROJI ROAD, MAHARANIPETA

VISAKHAPATNAM-530002. AP. INDIA

SHIP TO

HARVEST KING TRADING USA

LOS ANGELES

SHIPPING TERMS**SHIPPING METHOD****DELIVERY DATE****ITEM #****DESCRIPTION****QTY****TOTAL**

0241T528

FROZEN RAW FARM RAISED VANNAMEI SHRIMP

LBS

PEELED AND DEVEINED TAIL OFF IQF SIZE 41-50

35,000

\$126,000.00

PACKED 5X2 LB 'COSTAL SEAFOOD' BRAND. 100% NET WEIGHT

3500 CASES .PRODUCT OF INDIA.

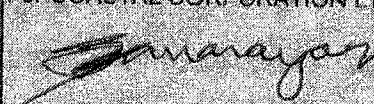
Comments on Special Conditions

PAYMENT AFTER FDA PASSAGE . SHIPMENT CY/CY LOS ANGELES/LONG BEACH PORT USA.

\$126,000.00

\$126,000.00

COMMERCIAL INVOICE

Exporter COASTAL CORPORATION LTD 15-1-37/3, NOWROJI ROAD, MAHARANIPETA, VISAKHAPATNAM ANDHRA PRADESH, INDIA		Invoice No. & Date CCL/032/21-22 DT: 19.07.2021 Buyer's Order No. & Date 23661 DT: 28.04.2021 Other Reference(s)		Exporter's Ref	
Importer on Record COASTAL CORPORATION LTD. 15-1-37/3, NOWROJI ROAD, MAHARANIPETA, VISAKHAPATNAM 530 002, A.P., INDIA CUSTOMS ASSIGNED NO: 104601-03049		IE CODE NO: 2690000458 EIA CODE NO: 940 PROCESSED & PACKED BY COASTAL CORPORATION LTD MARIKAVALASA VILLAGE, CHINAGADILI MANDAL VISAKHAPATNAM, ANDHRA PRADESH, INDIA FDA REGISTRATION NO: 14754161016 DUNS NUMBER: 87-140-3050		Notify Party WILLIAMS CLARKE AND COMPANY, INC. CUSTOMS BROKERS, 603 N FRIES AVE, WILMINGTON, CA 90748, USA. TEL: 310-834-6458, FAX: 310-834-5984	
Consignee/Simp Importer HARVEST KING TRADING USA LIMITED 725 W DUARTE RD, #1581 ARCADIA, CA 91077, USA 714-956-1808 714-956-1813 PERMIT NO: IFTP00054212					
Pre-Carriage by REFRIGERATED CONTAINER		Place of Receipt by Pre-Carrier VISAKHAPATNAM, INDIA		Country of Origin of Goods INDIA	
Vessel/Flight No. TABEA V. 019 E		Port of Loading VISAKHAPATNAM, INDIA		Country of Final Destination USA	
Port of Discharge LOS ANGELES, USA		Final destination LOS ANGELES, USA		Terms of Delivery and payment PAYMENT BY T.T UPON FDA RELEASE AND BEFORE DELIVERY OF THE GOODS CY/CY LOS ANGELES, USA CONTAINER NO: OTPU6126764	
Marks & Nos/ Container No.		No. & Kind of Pkgs.		Description of Goods	
		Size		No. of Cartons	Qty. in LBs
				Price US\$/LB DDP LOS ANGELES	Amount in US\$ DDP
RAW PEELED & DEVEINED TAIL OFF VANNAMEI IQF SHRIMPS PACKING : 5 X 2 LB PER MASTER CARTON BRAND: COASTAL SEAFOOD		41/50		3500	35,000.00
Invoice Value Less Freight		126000.00 11850.00 114150.00			
A.D. Duty @ 1.35% + Merchandise & Harbour fee @ 0.4714% = total @ 1.8214%		2041.94			
FOB Value in US\$		112108.08		TOTAL 3500 35,000.00 126,000.00	
Total net weight LBS 35,000.00		Gross weight 42,000.00 LBS			
Total net weight KGS 15,890.00		Gross weight 19,068.00 KGS			
Amount chargeable (in words) : US\$ ONE HUNDRED TWENTY SIX THOUSAND ONLY					
SCIENTIFIC NAME OF THE SPECIES: LITOPENAEUS VANNAMEI, PRODUCT FARM: AQUACULTURE PRODUCT SHIPPED UNDER THIS INVOICE HAS NOT BEEN REFUSED BY ANY OTHER COUNTRY					
Declaration: We declare that invoice shows the actual price of the goods described and that all particulars are true and correct.		Signature & Date For COASTAL CORPORATION LTD  (G.V.V. SATYANARAYANA) DIRECTOR			